

UNITED STATES DISTRICT COURT
WESTERN DISTRICT OF WASHINGTON
AT SEATTLE

MAJOR LEAGUE TRUCKING, INC.,

Third-Party Plaintiff/
Counter-Defendant,

v.

FORSLA LLC,

Third-Party Defendant/
Counter Claimant.

CASE NO. C23-1119-KKE

ORDER GRANTING MOTION TO
WITHDRAW

This matter comes before the Court on a motion to withdraw filed by the attorneys representing third-party Plaintiff Major League Trucking, Inc. (“MLT”). Dkt. No. 95. The motion is unopposed by third-party Defendant Forsla LLC. *See* Dkt. No. 96. The Court grants the motion to withdraw effective immediately, as explained at the April 23, 2024 status conference.

I. BACKGROUND

KMS LLC, an importer of air conditioning equipment from China, filed a lawsuit in the Central District of California in September 2022, alleging that MLT agreed to transport six ocean shipping containers of KMS cargo from MLT’s facility to KMS’s facility, but then refused to deliver the cargo. Dkt. No. 1. KMS alleged that this breach of contract caused \$973,544.40 in

1 damages. *Id.* KMS's complaint also lists causes of action for conversion, replevin, and attachment
2 of pre-judgment interest. *Id.*

3 In September 2022, KMS obtained entry of default against MLT after it failed to appear or
4 otherwise respond to the complaint. *See* Dkt. No. 17. MLT subsequently appeared and moved to
5 set aside the default. Dkt. No. 23. In March 2023, the court granted that motion and found that
6 KMS was entitled to an award of attorney's fees and costs incurred as a result of MLT's default.
7 Dkt. No. 44.

8 MLT subsequently filed an answer (Dkt. No. 46) and a third-party complaint (Dkt. No. 47)
9 alleging that it had a contract with third-party Defendant Forsla whereby MLT would provide
10 delivery services for Forsla customers. MLT alleged that on certain occasions, Forsla requested
11 that MLT store containers while Forsla awaited delivery instructions, and MLT agreed to do so
12 only if Forsla would pay the per diem charge of the storage facility. Dkt. No. 47. MLT alleged
13 that Forsla requested that MLT store the containers referenced in KMS's complaint while it
14 awaited instructions, but Forsla has refused to pay the per diem charge. *Id.* MLT asserts that
15 Forsla owes it more than \$1 million in such charges. *Id.* MLT states that it cannot release the
16 containers to KMS until Forsla pays the per diem fees. *Id.*

17 In April 2023, Forsla filed a motion to dismiss for improper venue and on the same day,
18 KMS filed a motion for partial judgment on the pleadings. Dkt. Nos. 57, 58. The court denied
19 KMS's motion for partial judgment on the pleadings (Dkt. No. 72), and granted in part/denied in
20 part Forsla's motion to dismiss (Dkt. No. 73), thereby transferring the third-party complaint to the
21 U.S. District Court for the Western District of Washington. The court's transfer order is based on
22 a forum-selection clause in Forsla's contract with MLT. Dkt. No. 73.

1 The case was transferred to this Court on July 27, 2023. Dkt. No. 74. Forsla filed an
2 answer to the third-party complaint and asserted a counterclaim against MLT in November 2023.
3 Dkt. No. 92. MLT filed its answer to the counterclaim in December 2023. Dkt. No. 94.

4 MLT's attorneys filed a motion to withdraw representation on April 2, 2024, indicating
5 that MLT has stopped communicating with them and has refused to pay its attorney's fees. Dkt.
6 No. 95. Forsla filed a response to the motion to withdraw, indicating that it did not oppose the
7 motion but requested a hearing with the Court before the motion is granted. Dkt. No. 96.

8 II. ANALYSIS

9 Business entities other than sole proprietorships must be represented by counsel and cannot
10 proceed *pro se*. See *Rowland v. Cal. Men's Colony*, 506 U.S. 194, 201–02 (1993); see also 28
11 U.S.C. § 1654; Local Rules W.D. Wash. LCR 83.2(b)(4). If a business entity lacks counsel, it
12 must be dismissed from the action. See *Omni Innovations, LLC v. Ascentive, LLC*, No. C06-1284-
13 JCC, 2008 WL 11506654, at *1 (W.D. Wash. Apr. 30, 2008) (dismissing action that left an
14 unrepresented business entity as the sole plaintiff).

15 In this district, if the attorney for a business entity other than a sole proprietorship seeks to
16 withdraw, the attorney must

17 certify to the court that he or she has advised the business entity that it is required
18 by law to be represented by an attorney admitted to practice before this court and
19 that failure to obtain a replacement attorney by the date the withdrawal is effective
may result in the dismissal of the business entity's claims for failure to prosecute
and/or entry of default against the business entity as to any claims of other parties.

20 LCR 83.2(b)(4).

21 In this case, MLT's attorneys have provided the required certification. See Dkt. No. 95-2
22 ¶ 6 (citing Dkt. No. 95-2 at 5). The attorneys also stated that they believe “new counsel can easily
23 substitute in this matter and be prepared for a September 30, 2024 trial date.” *Id.* ¶ 7. Discovery
24 is set to be completed by May 3, and dispositive motions must be filed by June 3. Dkt. No. 91.

1 Thus, the Court will grant the unopposed motion to withdraw effective immediately. If
2 MLT intends to continue prosecuting this case, MLT must obtain substitute counsel no later than
3 May 7, 2024.

4 **III. CONCLUSION**

5 The motion to withdraw representation (Dkt. No. 95) is GRANTED. MLT's former
6 attorneys are directed to mail and email copies of this order to MLT and to file proof of service on
7 the docket.

8 As MLT is now an unrepresented business entity, MLT is ORDERED TO SHOW CAUSE
9 no later than May 7, 2024, why its pleadings should not be stricken for failure to prosecute.

10 The clerk is directed to mail copies of this order via U.S. Mail to MLT at: (1) 9828 San
11 Carlos Ave., Apt. #A, South Gate, CA 90280; and (2) P.O. Box 121, Pico Rivera, CA 90660.

12 Dated this 23rd day of April, 2024.

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15 Kimberly K. Evanson
16 United States District Judge
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